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CL/9321

**PORT WASHINGTON WATER
POLLUTION CONTROL DISTRICT**

- and -

**PORT WASHINGTON WATER POLLUTION CONTROL
DISTRICT CLERICAL ASSOCIATION**

COLLECTIVE BARGAINING AGREEMENT

TERM: January 1, 2003 through December 31, 2005

**The Scher Law Firm, LLP
One Old Country Road
Suite 385
Carle Place, NY 11514
(516) 746-5040**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

A G R E E M E N T

Port Washington Water Pollution Control District

- and -

Port Washington Water Pollution Control District Clerical Association

Term: January 1, 2003 through December 31, 2005

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AGREEMENT by and between **PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT** (hereinafter referred to as the "District"), located at 70 Harbor Road, Port Washington, New York, 11050 and **PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT CLERICAL ASSOCIATION** (hereafter referred to as the "Clerical Association"), located at 70 Harbor Road, Port Washington, New York 11050.

WHEREAS, the Association has been certified by the Public Employment Relations Board as the exclusive representative of the District's employees in the unit described in the Recognition Article of this Agreement, below; and

WHEREAS, the parties have negotiated over the terms and conditions of the employees in said unit, have reached certain understandings, and now desire to incorporate them into a Collective Negotiations Agreement between them;

NOW, THEREFORE, for mutually exchanged covenants and other valuable consideration, the parties hereto agree as follows:

W I T N E S S E I H

I. WORKDAY; WORKWEEK; COFFEE BREAK; LUNCH PERIOD; CLEAN-UP; MISCELLANEOUS

- A. The normal workday shall be from 7:30 a.m. to 3:30 p.m.
- B. The weekly hours of work for clerical personnel shall be forty (40) hours, including one half hour for lunch.
- C. The daily coffee break will be from 9:30 a.m. to 9:45 a.m. With the prior permission of the Director, in special circumstances, a clerical employee may take his/her daily fifteen (15) minute coffee break at a time other than 9:30 a.m. to 9:45 a.m.
- D. The normal daily lunch period shall be from 12:00 noon to 12:30 p.m.

E. The fifteen (15) minute period each day prior to the commencement of the lunch period at 12 noon will be a clean-up period, as will the last fifteen (15) minutes of each day from 3:15 p.m. to 3:30 p.m.

F. Miscellaneous

1. Clerical personnel are to be punched in, properly dressed, at their work stations, and prepared to begin work at 7:30 a.m.
2. Clerical personnel will not, other than for the lunch period, leave the premises without the Director's (or in his absence the Superintendent's) approval. Clerical personnel will not conduct personal business during regular business hours.
3. The District will offer Clerical personnel the opportunity to have their weekly pay check deposited directly to their personal bank account ("direct deposit").
4. The District will schedule hepatitis series testing for clerical employees provided that a scheduled employee signs a consent and release form prior to such testing. An employee who refuses to be tested shall be required to sign a form prepared by the District confirming that he/she has declined being tested. The testing costs will be paid for by the District and there will be no charge to the employee.

II. OVERTIME

A. Clerical personnel will be paid time and one-half his/her regular hourly rate of pay for all hours worked in excess of his/her regularly scheduled shift and for all hours worked in excess of forty (40) in a regular work week. Notwithstanding the foregoing, there shall be no pyramiding of overtime pay. Overtime pay will be calculated on actual time card readings.

B. If the actual hours of overtime worked falls between a quarter hour period, the time will be rounded up to the next highest quarter hour.

Illustration: If a clerical employee works actual overtime of 3 hours and 17 minutes the time will be rounded to the next highest quarter hour, or 3 hours and 30 minutes.

If a clerical employee works actual overtime of 4 hours exactly there is no rounding to be performed and he/she will be paid for 4 hours.

C. Overtime work is acknowledged as a requirement of the job and, when requested by the District, clerical personnel may not unreasonably refuse such an assignment.

D. In an emergency, clerical personnel may not refuse an overtime assignment.

E. The Director (or in his absence the Superintendent) shall be responsible for determining whether an overtime situation is an emergency.

F. When a clerical employee has worked for consecutive hours beyond his/her regularly scheduled shift and such hours exceed 16 consecutive hours, compensation will remain at time and one-half his/her regular hourly rate for the hours beyond 16, but such employee, if scheduled to work a regular shift the following day, will receive as many hours off with pay at his/her regular straight time rate commencing with the beginning of such succeeding work shift as he/she was required to remain at work on the previous shifts in excess of 16 consecutive hours.

Illustration: A clerical employee who has worked 20 consecutive hours would be paid at time and one-half for all of the hours in excess of 8, and, if scheduled for the work shift on the succeeding day, would not be required to report for the first 4 hours of said shift but would be paid at his/her regular straight time pay for such hours as if he/she had worked them.

G. All hours worked by an employee on Sunday will be paid for at two times his regular hourly rate of pay.

III. VACATIONS

A. Except as provided for in paragraph C below, clerical personnel of the District hired on or before December 31, 1993 shall be entitled to annual paid vacation in accordance with the policy of the District in effect on that date.

B. Clerical personnel hired on or after January 1, 1994, shall be entitled to paid vacation as follows:

After 1 year of service.....	10 working days
After 2 years of service.....	11 working days
After 3 years of service.....	12 working days
After 4 years of service.....	13 working days
After 5 years of service.....	14 working days
After 6 years of service.....	15 working days
After 15 years of service.....	20 working days

C. As an exception to the provision in paragraph A above, paid vacation days for all clerical personnel, regardless of date of hire, may only be accumulated if unused to a maximum of four (4) weeks (20 days). These accumulated weeks must be used prior to an employee retiring.

D. As a further exception to the provision in paragraph A above, all clerical personnel may be limited in the number of consecutive paid vacation days which they can take based on the operational needs of the District being met by the scheduled vacations which have been approved by the Director. Moreover, the "free" vacation day provision to encourage the taking of vacation days during winter months shall remain eliminated.

E. Requests for paid vacations shall be on forms provided by the District; shall be submitted not less than ten (10) days prior to the period of time off requested, and shall be submitted to the Director. The District's final decision on vacation scheduling shall take into consideration its operational needs.

IV. GRIEVANCES

In the event a clerical employee has a grievance relating to terms and conditions of employment, such grievance shall be brought to the Director who shall attempt to resolve it. Failing resolution, the grievance will be considered by the Board of Commissioners for final decision.

V. DISCIPLINE AND DISCHARGE

Clerical personnel shall be afforded the protection of Section 75 of the Civil Service Law with regard to discipline or discharge. An employee who chooses to do so may waive his/her rights under Section 75, including the right to be served with charges and specifications, to admit, deny, or not respond to said charges and specifications, to waive a hearing, and to accept discipline, up to and including discharge, or resignation, on terms and conditions agreeable to him/her and the District.

VI. DISABILITY BENEFITS

The District will continue to cover clerical personnel with the benefits of the New York State Disability Benefits Law. Such program shall remain fully paid for by the District.

VII. DENTAL AND OPTICAL PLANS

The District will continue to provide dental and optical plan coverage for the benefit of the clerical personnel. For clerical personnel who were in the District's employ as of December 31, 1993, the District will pay 100% of the premium cost of both individual and family coverage. For clerical personnel newly hired on or after January 1, 1994, the District will pay the premium cost in full for dental and optical insurance covering the individual employee but where the employee requires family coverage, the District will pay 80% of such insurance premium cost and the employee will pay 20% of such insurance premium cost.

VIII. SICK LEAVE

A. All clerical personnel of the District, after completing one (1) year of service, shall be entitled to thirteen (13) days sick leave annually, which can be accumulated.

B. The maximum accumulation of unused sick days shall be at 165 days and shall be applicable to all clerical personnel except those hired prior to July 1, 1977. For this latter group, those with an accumulation (which shall be fully paid by the District upon such employee's termination of employment) beyond 165 days may keep that accumulation as personal to them. However, their maximum shall be 300 days. Clerical personnel whose unused accumulated days at year end exceed 300 days or 165 days respectively, will be paid for those excess days at half their value on December 31 of that year, to be paid with the first payroll in March of the new year unless the District's receipt of tax money from the Town has been delayed, in which case the excess days will be paid with the first payroll of the new year after March begins when it is feasible to do so. In the event the accumulated sick days for a clerical employee hired prior to July 1, 1977 fall below 165 accumulated days, however, that employee's new maximum shall become identical with all other employees at 165 days. Clerical personnel hired on or after July 1, 1977, shall receive payment for unused accumulated sick leave at the time of retirement or termination in accordance with the following schedule:

Service to 10 years.....	35% payment of accumulated sick leave
10 - 15 years.....	50% payment of accumulated sick leave
Over 15 years	100% payment of accumulated sick leave

C. A clerical employee who has completed less than one (1) year of service will not accrue any sick days for his/her first six (6) months employment but will accrue one (1) day for each two (2) months during his/her second six (6) months of employment. In such employee's second year of employment, he/she will be

credited with a pro rata number of sick days for that calendar year based on twelve (12) annual days with one (1) day for each month in that year worked after his/her anniversary date has been reached.

D. Previously provided supplemental sick leave shall remain replaced by the disability program provided in this Declaration.

E. The District's policy regarding payment for unused accrued sick time at the time of termination or retirement shall not apply to clerical personnel hired on or after January 1, 1994. Such employees shall be required to apply any such accumulated days to the District's 41J program under the New York State Employees' Retirement System, Sec. 75i.

F. Quarterly reports of sick leave days remaining available to clerical employees will be provided upon request.

IX. PERSONAL LEAVE DAYS

A. Clerical personnel who have completed one (1) year of service shall be entitled to six (6) paid personal days of leave per year except for those employees hired on or after August 1, 1988 who are entitled to four (4) such days per year.

B. Three (3) days written notice shall be submitted to the District by a clerical employee wishing to take a paid personal day of leave except in the cases of an emergency in which case the Director shall be notified between 7:30 a.m. and 8:00 a.m. that the employee will be absent. The District shall render the final decision as to whether reasons given by the employee which resulted in not giving three (3) days notice constitute an emergency. Where the District rules against the employee on this point, the day will not be paid for.

X. DRUG AND ALCOHOL ABUSE POLICY

A. The use, sale or possession by a clerical employee of the District during working hours of an intoxicating liquor, controlled substance, or a drug not medically authorized, is prohibited.

B. A clerical employee must notify the District if a prescribed or over the counter drug or substance he/she is using is known or suspected by him/her to impair job performance. Nothing in this paragraph shall be construed to require the employee to identify the drug(s) prescribed or purchased over the counter or the reason(s) therefor.

C. The District will prescribe pre-employment physical examinations inclusive of drug and alcohol use testing, and will reject any applicants who test positive.

D. There shall be no random alcohol or drug testing. However, a clerical employee of the District will be required to submit to an immediate alcohol and/or drug test where reasonable suspicion exists that the employee is "under the influence" of alcohol or drugs during working hours when acting within the scope and course of employment. Positive results from a drug test which are confirmed by a second test shall result in the involved employee either accepting up to a maximum five (5) day suspension without pay, or being subject to \$75 charges and a hearing.

E. The District agrees to qualify its Director, Superintendent and Foremen under a recognized training or equivalent program for making the determination under paragraph "D" above that "reasonable suspicion" exists.

F. A first time offender shall not be subjected to \$75 charges for alcohol or drug use which has not resulted in his/her impaired work performance. A written warning, may, however, be given.

G. A first time or subsequent offender whose work performance is impaired, however, shall have the opportunity to avoid the discipline described in paragraph D by entering and completing treatment for rehabilitation. Any such clerical employee who refuses to enter and complete treatment for rehabilitation shall be subject to discipline under paragraph D.

H. A "Consent to Perform" form will be completed and signed by a prospective or current clerical employee in all cases of alcohol and/or drug testing. Refusal by a current employee to take any requested drug and/or alcohol test, to sign the "Consent to Perform" form, to cooperate fully with the individuals involved in the testing process, or to attempt to or actually tamper with the test shall subject the employee to disciplinary action under paragraph D.

I. Except where such information becomes involved in a disciplinary hearing or proceeding, any and all of the clerical employee's involvement in a drug or alcohol abuse test shall be kept confidential by the District.

XI. JURY DUTY PAY

Clerical personnel serving as jurors shall have made up to them the difference between such pay as they may be paid by the Court and their regular pay, provided that the employee shall submit proof of jury duty and pay therefor to the District in order to qualify for such difference in pay.

XII. BEREAVEMENT LEAVE

A. Employees of the District who suffers a loss in their immediate family shall be entitled to up to three (3) paid days of bereavement leave, commencing with the date of death, for paid time lost from work on regularly scheduled work days which are the three (3) consecutive work days following the death. In any case where the date of the funeral is not within the three (3) consecutive work days following the date of death so that paid time would be lost by the employee to attend the funeral, the District will permit the employee an additional fourth (4th) paid day off for the day of the funeral.

B. Immediate family shall be defined to include spouse, child, parent, sibling, parents-in-law, siblings-in-law, grandparent, grandchild, daughter-in-law, and son-in-law. A sibling-in-law shall mean the wife or husband of an employee's brother or sister, respectively, but shall not extend to the brother or sister of said sibling-in-law. In other words, sibling-in-law means brother-in-law or sister-in-law.

XIII. HEALTH INSURANCE

A. 1. The District will continue to pay the cost in full for health, dental and optical insurance covering the individual clerical employee, and, where required, his/her family as well.

2. In addition to the foregoing, the District will pay the full cost of individual or family (whichever is applicable) health insurance for such clerical employee after that employee retires (provided that he/she had at least ten (10) years of service with the District at the time of retirement) until that employee's death. It will not however cover dental and optical into retirement. Upon that employee's death after retirement, the employee's spouse will have the option to take over the premiums and continue the health insurance coverage on an individual or family basis (whichever is applicable) if that option to continue health insurance into retirement had already been chosen by the employee upon retirement.

B. For new clerical personnel hired on or after January 1, 1994, the District will pay the cost in full for health, dental, and optical insurance covering the individual employee, but where the employee requires family coverage, the District will pay 80% of such insurance cost and the employee will pay 20%. The provisions in A.2 above shall not apply to clerical personnel who are hired after January 1, 1994.

C. If a National Health Plan is enacted, the question of whether the District shall continue to maintain its then current health plan for clerical personnel may be reevaluated by the District.

D. The District will investigate the feasibility of adopting, at its discretion, an IRS 125 Plan, which deals with the deduction of an employee's share of the monthly cost of health insurance on a pre-tax basis as compared with a deduction from net pay.

XIV. RETIREMENT PLAN

A. The District will continue its coverage of its clerical personnel under the New York State Employees' Retirement System.

B. A clerical employee can, in anticipation of retirement, apply his unused accumulated sick days towards his length of service in order to increase his retirement benefit at the time of actual retirement. The maximum number of days that can be so applied is 165 days. A clerical employee who applied a portion of unused accumulated sick days to extend his service time in order to obtain additional length of service credit may not be paid for those same days as accumulated unused days at retirement.

C. A clerical employee who is eligible under the N.Y.S. Retirement System and its Regulations, may, in anticipation of retirement, also apply up to 30 unused vacation days towards service credit. The current agreement which provides that a clerical employee can accumulate up to a maximum of four weeks (20 days) and which requires a clerical employee who retires to use these days prior to retirement, shall be deemed waived in the case when a clerical employee has notified the Board of his intent to apply unused vacation days toward service credit. Thus, a maximum of 20 days accumulation with an obligation to use them up before retirement shall prevail UNLESS the clerical employee intends to use accumulated vacation days towards service credit, in which case, up to 30 days can be accumulated for that purpose.

D. A clerical employee who is planning to retire must notify the District by June 30 if his/her retirement is to take place during the following fiscal year. Failing such notice, the District reserves the right to set up a payment schedule for any accumulated benefits to which the employee may be entitled upon retirement which takes into consideration the District's cash flow situation. In any event, payment to the employee will be made no later than the fiscal year following the fiscal year which commences on the January 1 after his/her notification is received. Where a special circumstance has caused the employee to miss the foregoing notification date, the District may, in its sole discretion, in a hardship

situation, pay all or a portion of the accumulated benefits to the employee during the immediately following fiscal year.

XV. HOLIDAYS

A. All clerical personnel shall be entitled to the paid holidays set out below and be compensated therefor at eight (8) hours of straight time pay as if they had worked thereon.

B. In the event that any named holiday falls on a Saturday, it shall be observed on the preceding day (Friday). In the event any named holiday falls on a Sunday, it shall be observed on the following day (Monday).

C. In the event a clerical employee is required to work on a holiday, the employee shall be compensated at two times his/her normal hourly rate of pay for the hours worked plus eight (8) hours at straight time pay for the holiday.

D. The named holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

E. In the event that Christmas Day and New Year's Day fall upon a Saturday or Sunday, where the holiday would be observed on either Friday or Monday, a clerical employee will be compensated at two times his/her normal hourly rate of pay for the hours worked should his/her services be required on a weekend day on which the holiday actually falls. On the day that either of the foregoing two (2) holidays are celebrated (e.g.: on a Friday or a Monday), the employee will receive eight (8) hours pay at his/her regular straight time hourly rate of pay for that holiday.

F. In addition to the above Holidays, half-day Holidays will be observed on Christmas Eve and New Year's Eve, except in the event that Christmas Day and New Year's Day shall fall upon a Saturday, Sunday or Monday.

G. In the event that the services of a clerical employee are required on Easter Sunday, the employee will be compensated at two times his/her normal hourly rate of pay. There shall be no pyramiding under this provision.

XVI. LEAVES OF ABSENCE; FAMILY & MEDICAL LEAVE ACT

A. General - The District may grant a leave of absence without pay not to exceed one (1) year. Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence shall not be considered unless the clerical employee returns to his/her position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Absence on leave without pay for more than one (1) year shall be deemed the equivalent of a resignation from the District on the 366th day following the commencement of such leave without pay.

B. Family & Medical Leave Act - The provision of the Family & Medical Leave Act shall govern the granting of unpaid leaves of absence for the birth and care of a child, the clerical employee's care of a child, parent or spouse, or an illness that renders the employee unable to work due to a serious health condition (including pregnancy disability). The terms of the Family & Medical Leave Act shall govern except that the period of an unpaid leave shall, in accordance with District practice, be up to a maximum of one (1) year.

C. Maternity/Child Care – Unpaid leave shall be granted to a clerical employee upon written application made a minimum of thirty (30) days in advance of the date the leave is to commence. The application shall specify the requested date of commencement of the leave and the date the leave is to terminate. This period of time shall not exceed one (1) year, unless, the Board, in its discretion, determines that a longer period is necessary. A clerical employee on such leave may request in writing a return to work sooner than the time agreed upon and the Board shall not unreasonably disapprove same. Wherever there is a conflict, the provisions in this paragraph shall be deemed superceded by the provision in paragraph B above, under the Family & Medical Leave Act.

D. Those benefits to which a clerical employee was entitled at the time his/her leave commenced shall resume upon his/her return. Benefits will not accrue during an employee's leave of absence.

E. A clerical employee who receives unpaid sick leave under this provision shall return to service at the same salary that he/she enjoyed before going out on maternity/child care leave, if he/she worked less than one half of the calendar year in which the leave is taken.

F. If a pregnant clerical employee intends to resign her position with the District, she will be permitted to work until such date that her doctor has certified to the District in writing that she has the Doctor's approval to continue work.

XVII. PERSONNEL FILES

- A. Upon request by the clerical employee, he/she shall be permitted to examine his/her official employment personnel file.
- B. The employer shall produce for the clerical employee, upon his/her request, any material in the file.
- C. There shall be only one (1) "Employee Personnel File" in which the above type of material is filed.
- D. No material derogatory to a clerical employee, his/her conduct, his/her service, his/her character or his/her personality, shall be placed in the file unless the employee has had an opportunity to read the material; and by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. For the sole purpose above set forth, clerical personnel are required to affix their signature. Where the employee refuses to do so, that fact will be noted on the material by the Director.
- E. A clerical employee shall have the right to answer any material filed, and his/her answer shall be attached to the filed copy.

XVIII. FOOD PROVISIONS (EMERGENCIES & UNSCHEDULED WORK)

Management personnel (or if none are present, then the senior most employee present) shall be responsible for obtaining food (e.g.: a supper meal where two (2) hours of overtime after the end of the regularly scheduled day has passed) for each involved employee at the work site, at no cost to the employee. Any funds expended for this purpose will be reimbursed by the District.

XIX. VOLUNTEER FIREFIGHTERS

District policy with regard to clerical personnel who are Volunteer Firefighters shall be deemed incorporated in this Declaration with the following additional provisos:

- a) Clerical personnel who are at work at an overtime pay status may not respond to a fire call; and

b) The Director (or in his absence the Superintendent) may restrict and/or limit a clerical employee leaving to answer a fire call for any reason based upon the District's operational needs.

XX. WORKER'S COMPENSATION

District policy with regard to Worker's Compensation shall be deemed incorporated in this Declaration with the following additional provisos:

- a) Assuming at least a fourteen (14) consecutive day period of missed workdays starting with that day of the period when an employee first goes on Worker's Compensation, the workdays which fall within the first seven (7) days of missed work due to a Worker's Compensation injury will be paid for at half the value of those days. The clerical employee's salary will be continued in full for such period but his current earned sick days will be charged for the other half of the missed days.
- b) A clerical employee will be paid for the day that an injury occurs provided, however, that if the employee does not return to work from either a doctor or hospital visit following the injury, evidence must be presented to the District from such doctor or hospital covering the question of whether the employee was or was not medically able to return to work that day.
- c) The District will reserve the right to determine, in any case where the clerical employee has been absent from work on a worker's compensation injury and supplies the District with medical advice that he/she cannot resume full employment, whether the employee will be permitted to return to work, and if so, on what basis. The foregoing provision will be administered under the applicable provisions of the Americans with Disabilities Act.

XXI. NON-DISCRIMINATION

The District will provide Equal Employment Opportunities in keeping with applicable Federal and State Statutes in all personnel actions, including but not limited to: recruiting, hiring, and promoting without regard to race, color, religion, sex, or national origin.

XXII. COMPENSATORY PAY

Those clerical employees who must work at a time when other clerical personnel are not required to work (but such work time does not cause those employees to be

actually working in excess of forty (40) hours) shall be paid straight time pay on the payroll for the week in which those hours were worked. The foregoing shall also apply to acts of God or other events beyond the District's control which may result in some clerical personnel working while others are relieved from work and sent home.

XXIII. PROMOTIONS

Promotional opportunities will be filled after the District has taken into consideration, with respect to interested clerical personnel, their seniority, work performance, ability to perform the work in question, and employment record.

XXIV. TERMINATION PAY

A clerical employee who dies or terminates service with the District for any reason, prior to taking his or her vacation or sick time for the year in which such death or termination occurs, shall be entitled to vacation and sick time compensation for that year, plus any accumulated vacation or sick days (as may be limited by the sick leave provision of this Declaration) which shall be paid to the employee, or, in the case of death, to the legal estate of the decedent in accordance with the appropriate law. Payment will be made upon the filing of: (a) a certified copy of proof of death, or (b) upon receipt of written notice of termination of a least two (2) weeks prior to the effective date thereof. Payment shall be based on the employee's rate of pay at the time of termination or death, and shall be pro rated to such date.

XXV. WAGES AND OTHER COMPENSATION

A. SALARY INCREASES

1. Effective January 1, 2003, the base annual salary of each clerical employee which was in effect on December 31, 2002 shall be increased 4.00%.
2. Effective January 1, 2004, the base annual salary of each clerical employee which was in effect on December 31, 2003 shall be increased 4.25%.
3. Effective January 1, 2005, the base annual salary of each clerical employee which was in effect on December 31, 2004 shall be increased 4.25%.
4. The term "base annual salary" as used in this Declaration shall mean all annual salary received by a clerical employee, including merit increases which have in the past and may in the future be added to salary and regular annual increases, but excluding longevity pay, overtime pay and any other supplemental pay adjustments which do not form a part of ongoing base compensation.

B. LONGEVITY ADJUSTMENTS

1. Effective January 1, 2003 Clerical personnel covered by this Declaration shall be entitled to a modified adjustment of their annual salary for longevity after the completion of the following number of years of employment in the amounts indicated:

After 5 years employment	\$ 450.00
After 10 years employment	\$ 450.00
After 15 years employment	\$ 450.00
After 20 years employment	\$ 450.00
After 25 years employment	\$ 450.00
After 30 years employment	\$ 450.00
(Aggregate of \$2,700.00)	

Employees who have already attained one or more of the longevity adjustments indicated above will have the additional annual amount for each step already attained added to their annual salary on January 1, 2003 for prospective adjustments only. [Illustration: An employee in his 17th year with the District on January 1, 2003, who is already receiving an aggregate of \$1,200.00 longevity pay in his annual salary will have \$150.00 added to his annual salary at that point to reflect \$50.00 having been added to the 5, 10, and 15 year entitlements].

2. Effective January 1, 2004 the longevity adjustments will be modified as follows:

After 5 years employment	\$ 500.00
After 10 years employment.....	\$ 500.00
After 15 years employment.....	\$ 500.00
After 20 years employment.....	\$ 500.00
After 25 years employment.....	\$ 500.00
After 30 years employment.....	\$ 500.00
(Aggregate of \$3,000.00)	

Employees who have already attained one or more of the longevity adjustments indicated above will have the additional annual amount for each step already attained added to their annual salary on January 1, 2004 for prospective adjustments only. [Illustration: An employee in his 18th year with the District on January 1, 2004, who is already receiving an aggregate of \$1,350.00 longevity pay in his annual salary will have \$150.00 added to his annual salary at that point to reflect \$50.00 having been added to the 5, 10, and 15 year entitlements].

3. Once an increase has been added to a clerical employee's salary, it shall remain incorporated in that employee's salary for all purposes except the definition of base annual salary.
4. Clerical personnel enjoying a better benefit in longevity adjustments already received during their employment with the District shall retain those adjustments as a previously received better benefit which shall be personal to them.

C. MERIT INCREASES

Notwithstanding any other provision in this Declaration, the Commissioners reserve the right, on recommendations from the Director, to grant merit increases on such dates and in such amounts that they determine in their discretion, for, among other things, superior work performance, conduct, attitude, attendance, and contributions to the District. Merit increases may be either in lump sum form or added to a clerical salary.

ARTICLE XXVI. RECOGNITION

The Association is recognized as the sole and exclusive bargaining agent during the term of this Agreement for all clerical and office staff employees in the employ of the District excluding, however, the Director, Superintendent, the Assistant Business Manager, Manager, Foremen, and the sewer plant attendant in the office of the Director, and all other employees of the District.

ARTICLE XXVII. DUES DEDUCTION

A. The District agrees to deduct from the salaries of its clerical and office staff employees, membership dues in the amounts that said employees have voluntarily and individually authorized, and to transmit such monies to the Association. Employee authorizations shall be in writing and in a manner consistent with § 93B of the General Municipal Law, and Chapter 392 of the Laws of 1967.

B. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Association on a monthly basis.

C. Deductions authorized by an employee shall continue as so authorized unless and until such employee notifies the District as to his desire to discontinue, or to change such authorization in writing.

D. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the District in duplicate. One (1) copy shall be forwarded by the District to the Association.

E. The Association assumes full responsibility for the disposition of the Funds so deducted once they are turned over to them.

ARTICLE XXVIII. SUCCESSOR AGREEMENT

Negotiations for modifications to this Agreement to be incorporated in any successor agreement may be initiated by either party giving the other written notice by registered or certified mail of a request for such negotiations not later than July 15, 2005. Failing such notice, this Agreement shall be extended for an additional one (1) year without modifications.

ARTICLE XXIX. TAYLOR LAW

It is agreed by and between the parties, in accordance with Article 14, §204-a of the Taylor Law, that any provision of this Agreement requiring legislative action to permit its implementation by amendment by law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXX. NO STRIKE PLEDGE

The Association and the District recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Association and the District subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the District; the Union therefore agrees that there will be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement, or any instigation thereof.

ARTICLE XXXI. DURATION

A. The duration of this Agreement shall be from January 1, 2003 through December 31, 2005.

B. This Agreement shall not be changed, altered or impaired in any manner unless consented to in writing by the parties contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**PORT WASHINGTON WATER
POLLUTION CONTROL DISTRICT
CLERICAL ASSOCIATION**

By: _____

**PORT WASHINGTON WATER
POLLUTION CONTROL DISTRICT**

By: _____

Appendix "A"
Additional District Policies in effect applicable to clerical personnel

1. Work Day/Week

The District policy shall continue that the normal straight time workweek will begin on Monday morning and end on Friday afternoon and consist of five (5) workdays of 7:30 a.m. to 3:30 p.m., including a one-half hour lunch period, aggregating 8 paid hours daily and 40 paid hours weekly.

2. Overtime

For the purposes of calculating overtime pay, although actual time card readings will be used, the District's practice will continue that straight time paid within the week (even if not worked) such as a paid sick day or a paid holiday, shall count as if it were time worked.

3. Retirement

A clerical employee's date of hire will determine whether his/her coverage under the New York State Employees' Retirement System is contributory or non-contributory.

4. Vacation

Clerical personnel hired prior to January 1, 1994 shall be entitled to annual paid vacation computed from date of hire, as follows:

- Commencing on the first day of the calendar year following employment, the employee shall be entitled to fourteen (14) days of paid vacation for that calendar year and one additional day of paid vacation for each following year up to a maximum of twenty-one (21) days.
- Clerical personnel who have completed fifteen (15) years of service shall be entitled to twenty-four (24) days of paid vacation.
- Clerical personnel who have completed twenty (20) years of service shall be entitled to thirty (30) days of paid vacation.
- Requests for vacation time submitted to the office between January 1st and April 15th shall be granted on the basis of seniority. After April 15th, vacations will be granted on a "first come, first served" basis, regardless of seniority.

**RESOLUTION
OF THE BOARD OF COMMISSIONERS
OF THE PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT
AT A MEETING HELD ON JUNE 14, 2005**

Commissioner Olszewski offered the following resolution and moved its adoption. The members of this Board adopted the resolution after voting thereon:

**A RESOLUTION ADOPTING THE COLLECTIVE
NEGOTIATIONS AGREEMENT BETWEEN THE PORT
WASHINGTON WATER POLLUTION CONTROL DISTRICT
AND THE CLERICAL ASSOCIATION FOR THE TERM OF
JANUARY 1, 2003 THROUGH DECEMBER 31, 2005.**

WHEREAS, the Port Washington Water Pollution Control District's Clerical Association was certified by the New York State Public Employment Relations Board on March 16, 2005 as the representative of the Clerical and Staff Personnel of the District; and

WHEREAS, by previous resolution the Board of Commissioners recognized the Clerical Association as the representative of the Clerical and Staff Personnel of the District; and

WHEREAS, the Clerical Association has reached an agreement with the District over the terms of a Collective Negotiations Agreement to cover the period of January 1, 2003 through December 31, 2005; and

WHEREAS, the Board of Commissioners now wishes to formally adopt on the record the Collective Negotiations Agreement;

NOW, THEREFORE, BE IT AND THE SAME HEREBY IS:

RESOLVED, that pursuant to the authority vested in the Board of Commissioners by § 208 of the Public Employment Relations Act (Taylor Law) and after a review of the provisions of the Collective Negotiations Agreement between the District and the Clerical Association, covering the Clerical and Staff Personnel employed by the District for the period January 1, 2003 through December 31, 2005, inclusive of all of its economic terms, such as, but not limited to, wage adjustments, said Collective Negotiations Agreement is adopted.

Dated: Port Washington, New York
June 14, 2005

AYES: Commissioner John Olszewski, Chairman
Commissioner Donald A. Kurz, Treasurer
Commissioner Richard A. Marra, Secretary

NAYS: None

cc: The Scher Law Firm, LLP, Labor Counsel

5. Sick Pay

In the case of clerical personnel hired prior to January 1, 1994, application of unused accumulated sick leave towards retirement shall be in accordance with the rules and regulations of the New York State Retirement System.

The Board of Commissioners may grant a clerical employee medical leave without pay providing that a written request by the employee is submitted to the Board of Commissioners.

Sick leave is to be used only for the period of time that a clerical employee is ill or recuperating from an illness. The District can require verification of a employee's illness from his or her doctor. This will only be done when there is a reason to believe that an employee is abusing his or her sick leave benefit. The District must be notified between 7:30 a.m. and 8:00 a.m. on the morning that a clerical employee will be absent because of illness. Notification must come from the employee or a member of his/her family. The employee must ask to speak to the Director. If he is unavailable, he must ask to speak to the Superintendent. If an employee speaks to any other person and asks them to relay this absence to the Director, it will be considered an unexcused absence. If there is an abuse of this benefit, such as a supposedly sick employee being seen engaged in other activities while on sick leave, then the District may elect to deduct that time from the employee's personal leave rather than sick leave. In case of a repeated abuse, the District may withhold an employee's pay for the day(s) that the violation(s) occurred and/or pursue other disciplinary action.

Time needed to visit a doctor for medical reasons can be taken as sick leave but permission must be obtained at least 24 hours prior to the appointment.

Where the doctor involved has weekend and/or evening hours, the clerical employee is expected to utilize appointments at those times in order to avoid time lost from work. Where a visit to a doctor is to be one of a series of visits, the appointments must be set up outside of the regular work day.

6. Personal Leave

A clerical employee who is a duly authorized delegate or representative of a volunteer firefighter's association or department or representative of a veteran's organization, with the approval of the District, may, without loss of salary, attend conferences or conventions of such associations, departments or organizations.

Personal leave shall be for the conduct by an employee of his or her personal business that can't be done after working hours; that requires his or her personal presence (and

cannot be delegated to anyone else); and when granted shall not be charged against accumulated vacation or sick leave.

A request of a personal day must be explained so that a determination can be made by the District as to whether or not the request is, in fact, covered under the definition of personal leave. Simply stating that the employee has "personal business" is not sufficient.

Personal leave is to be used when the other categories of leave do not apply. Sick leave will not be available where an employee wants to take a day off but doesn't want to decrease his or her personal leave time.

If an employee requests a vacation day or a personal day off and is denied, then calls in sick on the day that he or she wanted off, it will be looked at with suspicion and accordingly proof will be required that the employee was actually sick that day, i.e.; doctor's note or slip from a hospital emergency room. If no proof is provided, it will be considered an unexcused absence.

7. Military Duty

A clerical employee participating in active duty as a member of the United States Armed Forces Reserve shall be entitled to participate in a maximum of thirty (30) days of active duty without loss of pay from the District or the loss of accumulated sick, vacation or personal time.

8. District Vehicles and/or Supplies

Gasoline credit cards, in the name of the District, are to be used for District vehicles only, not for vehicles that may be rented or borrowed by the District.

District vehicles will not be permitted to leave the peripheral boundaries of the District unless so directed.

Use of District supplies or services for other than official business is strictly prohibited, even though there is an intent to reimburse the District for use of such supplies and/or services.

9. Unremarried Spouse - Medical Benefits

The unremarried spouse of an active clerical employee who dies after April 1, 1979, and who, on the day of death was entitled to a vested retirement allowance, was at least 45 years of age and within ten years of minimum retirement age, shall be permitted to

continue coverage in the program by paying an amount equal to 25% of the cost of dependent coverage for the option in which the deceased employee was enrolled.

10. Volunteer Firefighters

A paid leave of absence will be authorized for District clerical personnel who are volunteer firefighters for the purpose of permitting such firefighters to leave work to fight fires as provided for in Opinion Nos. 80-335-A; 77-307, 1977; and 23-286, 1967, of the Comptroller of the State of New York.

11. Opening of Mail

All mail addressed to the District or a clerical employee in care of the District will be opened by the administrative staff before being distributed to the appropriate employee.